

Exhibit A  
To Registration Statement  
*Under the Foreign Agents Registration Act of 1938, as amended*

**Privacy Act Statement.** Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant  TransAtlantic Futures, Inc.	2. Registration No.  4353
3. Name of foreign principal  Bundesministerium fur Wirtschaft	4. Principal address of foreign principal  Villemomblé Strasse 76 D-5300 Bonn

5. Indicate whether your foreign principal is one of the following type:

Foreign government

Foreign political party

Foreign or  domestic organization: If either, check one of the following:

Partnership

Committee

Corporation

Voluntary group

Association

Other (specify) \_\_\_\_\_

Individual—State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant. Federal Economics Ministry

b) Name and title of official with whom registrant deals. Bernard Veltrup

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals.

c) Principal aim

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DEPARTMENT OF JUSTICE  
INTERNAL SECURITY SECTION

**8. If the foreign principal is not a foreign government or a foreign political party,**

**a) State the nature of the business or activity of this foreign principal**

**b) Is this foreign principal**

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes  No

Directed by a foreign government, foreign political party, or other foreign principal ..... Yes  No

Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes  No

Financed by a foreign government, foreign political party, or other foreign principal ..... Yes  No

Subsidized in whole by a foreign government, foreign political party, or other foreign principal ..... Yes  No

Subsidized in part by a foreign government, foreign political party, or other foreign principal ..... Yes  No

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**9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)**

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**10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.**

Date of Exhibit A  
7/22/92

Name and Title  
Stephan Richter: President

Signature



**U.S. Department of Justice**  
Washington, DC 20530

**Exhibit B**  
**To Registration Statement**  
***Under the Foreign Agents Registration Act of 1938, as amended***

OMB No. 115-0007  
Approval Expires Nov. 30, 1971

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Name of Registrant  
**TransAtlantic Futures, Inc.**

Name of Foreign Principal  
**Bundesministerium fur Wirtschaft**

**Check Appropriate Boxes:**

1.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2.  There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

**TransAtlantic Futures will engage in consultation for media related activities.  
For further details see attached contract.**

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see attached contract.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?  
Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

TransAtlantic Futures will publish Opinion and Editorial articles, and place press releases. These are intended to inform U.S. investors of the opportunities available in the New Federal States of Germany.

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U.S. DEPARTMENT OF JUSTICE  
JULY 22 1992  
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Date of Exhibit B	Name and Title	Signature
7/22/92	Stephan Richter: President	

\*Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

*- Translation -*

**Contract and terms  
between  
the Federal Republic of Germany  
as negotiated by the  
Federal Ministry of Economics  
(hereinafter referred to as "ministry")  
and  
TransAtlantic Futures, Inc.  
1759 R Street, NW  
Washington, DC 20009  
(hereinafter referred to as "firm")  
for the external consulting service for the  
Federal Ministry of Economics.**

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## 1. Goal

This agreement is concluded in the context of the ministry's efforts to attract American investors to Germany and especially its New Federal States. The agreement details activities which are designed to promote the overall investment climate by informing U.S. investors of the opportunities available in the New Federal States of Germany.

The following contract (effective from June 15 to December 31, 1992) governs the obligations of the two parties for implementation of the above mentioned measures.

## 2. Obligations of the Firm

The firm, or possibly its subsidiary TransAtlantic Communications Corporation, in the framework of the aforementioned goals and tasks and in cooperation with HP Corporate Communications, Inc., New York, provides the following services:

- Writing, drafting, and placement of articles in leading newspapers and economic and financial publications. Services include the selection of topics, research, writing, coordination with the ministry, selection of suitable publications and maintenance of contacts with the same. The firm agrees to write a minimum of six articles during the contract period. Depending on the overall workload, the client can expect a maximum of ten articles. The exact number is to be determined on an as-needed basis and in accordance with other elements of the contract.
- Market analysis. Services include the observation of the media market, transmittal of important articles and transcripts of television programs, analysis and interpretation for the client.
- Press services that supplement the media-related activities of other German institutions in the United States. Services include the arrangement of interviews with officials of the Economics Ministry, maintenance of contacts with journalists, information on relevant topics, the preparation of fact sheets, drafting press releases based on the Economics Ministry's releases, distribution of relevant background materials, media support at events in which the Economics Ministry is involved (including those in

which Economics Ministry staff does not directly participate), referral of media requests to the client, and translation work. Translation work is defined as the translation of speeches, press releases, and interviews into English, for dissemination to the English-speaking public or media.

- Regular contact with journalists covering this subject matter.
- Billing procedures and controlling for work performed by third parties.
- Submission of a final report.

The above contract obligations will be performed in close cooperation with the client (in particular the Ministry's Press Department) and the Embassy in Washington, D.C. and consular offices in the United States). Activities should also be performed in coordination with other institutions, such as the German Chambers of Commerce in the United States, the German Information Center in New York, and the Treuhand representatives in New York.

Furthermore, the activities should be coordinated with The Brock Group in Washington.

The ongoing implementation of the above mentioned terms and conditions will take place in close coordination with the ministry. The firm will supply the names of the appropriate staff contacts for the services to be delivered. The contract and its terms are based on the tender submitted by the firm on April 23, 1992, which constitutes part of the agreement.

### **3. Obligations of the Client**

The client pays for the services outlined above in accordance with the following schedule proviso:

The monthly payments for services rendered under section 2 amount to \$ 25,000.

An initial payment of \$ 50,000 will be paid after the signing of the contract.

On August 15, 1992, a further partial payment in the amount of \$ 50,000 will be made.

Monthly installments will be made on October 15, 1992 and November 15, 1992 in the amount of \$ 25,000 each.

The final payment of \$ 12,500 will be issued after the final report has been submitted to the client by no later than December 10, 1992.

Any other costs and expenses incurred in the fulfillment of this contract are included in the total service fee.

All payments will be made in U.S. Dollars.

#### 4. General Terms

- a) The firm acts independently and is solely responsible for its activities.
- b) The client will not be bound to any third party by this contract nor should this contract be construed to hold the client responsible to third parties.
- c) The client is not liable. Therefore, Section 2 of § 276 of the German Civil Code cannot be invoked.
- d) If the firm does not fulfill its obligations outlined in section 2 of this contract, the client has the right after due notice to cancel the contract.
- e) If individual terms of this contract are not applicable, the applicability of the remaining points is not affected.
- f) This contract falls solely under the stipulations of German law.
- g) The general terms for the completion of these obligations- VOL/B - constitute part of this contract, provided they are not stipulated otherwise in the contract.

**5. Completion of the Contract**

This contract shall be completed in four originals. The firm and the ministry shall retain two copies each.

**6. Court of Jurisdiction Stipulations**

The sole court of jurisdiction is Bonn.

Bonn, June 29, 1992

The Federal Minister for Economics

TransAtlantic Futures, Inc.

Dr. Veltrup

Stephan-Götz Richter

Zwischen der  
Bundesrepublik Deutschland  
vertreten durch den  
  
Bundesminister für Wirtschaft  
  
- Auftraggeberin -  
  
(im folgenden: AG)

und

TransAtlantic Futures, Inc.  
1759 R Street, N.W., Washington D.C. 20009

- Auftragnehmerin -  
  
(im folgenden: AN)  
  
wird für die externe Beratung des  
Bundesministeriums für Wirtschaft  
  
der nachstehende Vertrag geschlossen:

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INTERNAL SECURITY SECTION  
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## 1. Ziel des Auftrages

Durch diesen Vertrag werden weitere Maßnahmen zur Gewinnung US-amerikanischer Investoren vereinbart. Dabei ist beabsichtigt, durch spezielle Aktivitäten, insbesondere einer Medienberatung, das Investitionsklima für den Standort Bundesrepublik Deutschland unter besonderer Berücksichtigung der Belange der neuen Bundesländer positiv zu beeinflussen.

Der nachstehende Vertrag (Laufzeit 15.06. bis 31.12.1992) regelt die Leistungen der Vertragspartner zur Durchführung der o.a. Maßnahmen.

## 2. Leistungen der Auftragsnehmerin

Die AN erbringt, gegebenenfalls über ihre Tochtergesellschaft TransAtlantic Communications Corporation, im Rahmen der o.a. Zielsetzung und der damit verbundenen Aufgabenstellung – in der Zusammenarbeit mit HP Corporate Communications, Inc., New York – die folgenden Leistungen:

- Verfassen und Plazieren von Artikeln in angesehenen Wirtschaftspublikationen (Themenauswahl, Recherche, Schreiben, Koordinierung mit AG, Auswahl von geeigneten Publikationen und entsprechende Kontaktpflege). Insgesamt sollen im Vertragszeitraum mindestens sechs Artikel verfaßt werden. Je nach Aktualität und sonstiger Belastung sind im Rahmen der Vertragserfüllung weitere Artikel bis zu einer Gesamtzahl von zehn zu verfassen.
- Marktanalyse (Beobachtung des Medienmarktes, Übermittlung von wichtigen Artikeln und Manuskripten von Fernsehbeiträgen, Empfehlungen an den AG).
- Presseservice, der die medienpolitischen Aktivitäten der bereits in den USA tätigen deutschen Institutionen ergänzt. Hierzu zählen Arrangieren von Interviews, Kontaktpflege zu und Information von wichtigen Journalisten zu relevanten

Themen, mit Erstellung von Factsheets, Erstellung und Verbreitung von Pressemitteilungen auf der Basis der BMWI-Mitteilungen, Verteilung von Hintergrundmaterial, Vermittlung von Medienkontakten bei BMWI-unterstützten Ereignissen (das gilt auch, wenn BMWI-Mitarbeiter nicht unmittelbar teilnehmen), Weiterleitung von Medienwünschen an die AG und Übersetzungsarbeiten. Unter Übersetzungsarbeiten ist zu verstehen, das Übertragen von deutschen Texten wie Reden, Pressemitteilungen, Interviewbeiträgen ins Englische zur Weiterleitung an englischsprachiges Publikum oder Medien.

- Aufbau und Pflege einer Zusammenarbeit im Bereich Öffentlichkeitsarbeit mit Kolumnisten, Kommentatoren und Meinungsmachern (Einzelheiten s. 3. Tiret Presseservice)
- Zahlungsabwicklung und Rechnungsprüfung gegenüber Dritten
- Vorlage eines Abschlußberichts

Dabei gehen die Vertragspartner davon aus, daß die o.a. Leistungen in enger Zusammenarbeit mit der AG (insbesondere Referat LP) und den deutschen Auslandsvertretungen (Botschaft Washington und konsularische Vertretungen in den USA) erfolgt. Eine Abstimmung ist auch mit den Auslandshandelskammern, dem German Information Center in New York und der Treuhand-Repräsentanz in New York vorzunehmen. Die medienpolitischen Aspekte sind außerdem mit The Brock Group, Washington, abzustimmen.

Die laufende Ausgestaltung der Leistungsanforderungen erfolgt in enger Abstimmung mit der AG. Die AN verpflichtet sich, gegenüber der AG hierfür verantwortliche Ansprechpartner zu benennen. Basis für den Umfang der Leistungen der AN ist das Angebot der AN vom 23.04.1992, das Bestandteil dieses Vertrages ist.

### 3. Leistungen der AG

Die AG vergütet die von der AN zu erbringenden Leistungen unter nachstehender Maßgabe:

Das monatliche Honorar für die Durchführung der unter Ziff. 2 aufgeführten Leistungen beträgt  
US \$ 25.000.

Das Honorar wird in Höhe von US \$ 50.000 nach Abschluß des Vertrages als Abschlag gezahlt.

Am 15.08.92, erfolgt ein weiterer Abschlag in Höhe von US \$ 50.000 Weitere Abschläge werden jeweils am 15.10.92 und 15.11.92 in Höhe von US \$ 25.000 geleistet.

Die Schlußzahlung in Höhe von US \$ 12.500 erfolgt nach Vorlage eines Schlußberichts, der bis zum 10.12.1992 der AG vorzulegen ist.

Die bei der Durchführung des Auftrages entstehenden sonstigen Kosten und Auslagen sind mit dem Honorar abgegolten.

Die Zahlung erfolgt in US-Dollar.

#### 4. Allgemeine Vertragsbedingungen

- a) Die AN handelt selbständig und eigenverantwortlich.
- b) Dritten gegenüber wird die AG durch diesen Vertrag nicht verpflichtet noch darf sie aufgrund dieses Vertrages verpflichtet werden.
- c) Eine Haftung der AG ist ausgeschlossen. § 276 Abs. 2 BGB bleibt hiervon unberührt.

- d) Erfüllt die AN nicht die unter Nr. 2 genannten Verpflichtungen, so hat die AG nach erfolgloser Abmahnung das Recht zur fristlosen Kündigung dieses Vertrages.
- e) Sind einzelne Bestimmungen dieses Vertrages unwirksam, soll die Wirksamkeit im Übrigen hierdurch nicht berührt werden.
- f) Für diesen Vertrag wird die Geltung deutschen Rechts vereinbart.
- g) Die allgemeinen Bedingungen für die Ausführung von Leistungen - VOL/B - (Anlage) sind Bestandteil dieses Vertrages, sofern in diesem Vertrag nichts abweichendes bestimmt ist.

#### **5. Ausfertigung**

Dieser Vertrag wird vierfach ausgefertigt. Je zwei Ausfertigung erhalten die AN und die AG.

#### **6. Gerichtsstandvereinbarung**

Ausschließlicher Gerichtsstand ist Bonn.

Bonn, den 29. Juni 1992

DER BUNDESMINISTER FÜR WIRTSCHAFT  
Im Auftrag

  
Dr. Veltrup

TRANSATLANTIC FUTURES, INC.

  
Stephan-Götz Richter